

NOTICE OF INTENT TO SUE

Joey Kimbrough
7/19/1970
Last 4 of SSN - 0233

1712 Candy Court South
Kokomo, IN 46902

4/8/17/2022

Snap-On Credit
950 Technology Way Suite 301
Libertyville, IL 60048

CFO or the highest ranking officer Snap-On Credit,

NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPLE IS NOTICE TO AGENT

You (Snap-On Company) have been made aware in previous correspondence that your company is furnishing inaccurate and incorrect information to the consumer reporting agencies! Further, you were put on notice of the damage that was being caused.

The reporting of inaccurate information has caused severe damage to my character, my reputation, my general mode of living, and my ability to obtain credit for personal and household uses.

You and your inaccurate reporting have damaged my livelihood. The only remedy at this point is to *remove the Inaccurate account off of my consumer report and to pay the violations as listed in the enclosed invoice*. Failure to cure within 10 days from the receipt of this letter will result in a Civil suit being filed for these requests. At the point a suit is filed I will be also asking the court for actual damages as outlined in 15 USC 1681(o) "Civil liability for negligent noncompliance" and 15 USC 1681(n) "Civil liability for willful noncompliance".

Statement of inaccuracies as reported by Snap-On Credit

- 1) Michael H. Walsh (Director of Compliance/Ass't Corporate Counsel) states the following in response to the BBB complaint filed by Kimbrough (Exhibit "E"): "I note at the outset that Snap-On Credit does not do business with consumers. The transaction about which Mr. Kimbrough complains is a commercial transaction". **Exhibit "A" will show that this account is being shown on Kimbrough's personal Consumer Report and is listed as "Installment/Secured loan/Individual"!**
- 2) Experian is showing a high credit limit of \$12,358.00 and Equifax is showing a high credit limit of \$7075.00 (Exhibit "A").
- 3) Experian is showing date last reported as 03/31/2022 and Equifax is showing date last reported as 03/01/2022 (Exhibit "A").
- 4) Experian is showing Date Last Active as 08/01/2020 and Equifax is showing Date Last Active as 07/01/2020 (Exhibit "A").
- 5) Experian is showing Date of Last Payment as 02/28/2020 and Equifax is showing Date of Last Payment as 07/01/2020. (Exhibit "A")

- 6) Equifax is showing Jan. 22 payment as "OK" while Experian is showing Jan. 22 payment as "CO" (Exhibit "A")
- 7) Equifax is showing Feb. 22 payment as "OK" while Experian is showing Feb. 22 payment as "CO" (Exhibit "A")

Willful and Negligent Violations

Violation 1 15 USC 1681 S-2 (a)(1)(A) - Reporting information with actual knowledge of errors.

Violation 2 15 USC 1681 S-2 (a)(1)(B)(i) - the person has been notified by the consumer, at the address specified by the person for such notices, that specific information is inaccurate

Violation 3 15 USC 1681 S-2 (a)(1)(B)(ii) - the information is, in fact, inaccurate.

Violation 4 15 USC 1681 (a)(1) - Accuracy and Fairness of Credit Reporting.

Violation 5 15 USC 1681 (a)(4) - Federal Consumer Right to Privacy

Violation 6 15 USC 1681 (e)(b) - Accuracy of Report

Violation 7 15 USC 1692 (g)(b) - Disputed Debts

Violation 8 15 USC 1681 (b)(2) - In accordance with the written instructions of the consumer to whom it relates. I did not give my written consent. You have no permissible purpose by law to contact third parties with my private or personal information. Your offenses amount to **Aggravated Identity Theft** pursuant to 18 U.S.C. §1028A. You have knowingly transferred, possessed, or used, without lawful authority, a means of identification of me, which is a felony punishable with up to 2 years of imprisonment, in addition to civil liability.

Violation 9 15 USC 1681 (a)(2)(A)(i) - Consumer report **DOES NOT CONTAIN** report containing information solely as to transactions or experiences between the consumer and the person making the report. Transactions between the consumer (ME) and the person (YOU) (Snap-On Credit) Making the report is NOT INCLUDED on my Consumer report! A Charge Off is a transactional history, My HISTORY with your company. CONGRESS clearly states that the reporting of Transactions or experiences between the CONSUMER and the PERSON making the report is not included on the consumer reports!

Violation 10 - 15 USC 15 - Suits by persons injured - (a) any person who shall be injured in his business or property by reason of anything forbidden in the antitrust laws may sue therefor in any district court of the United States in the district in which the defendant resides or is found or has an agent, without respect to the amount in controversy, and shall recover threefold the damages by him sustained, and the cost of suit, including a reasonable attorney's fee.

Remedy for Willful and Negligent Violations

15 USC 1681(o) - Civil liability for negligent noncompliance

(a) In General - Any person who is negligent in failing to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer in an amount equal to the sum of—

- (1) any actual damages sustained by the consumer as a result of the failure; and
- (2) in the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

15 USC 1681(n) - Civil liability for willful noncompliance

- (a) In General - Any person who willfully fails to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer in an amount equal to the sum of—
- (1) (A) - any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000

Summary

Because of the Willful noncompliance of Snap-On Credit the cure at this point is \$1000 per violation as outlined above (see enclosed invoice) and removal of the inaccurate account from my consumer report.

If proposed cure is not received within 10 days from receipt of this letter then further remedy will be a Civil Lawsuit where Actual Damages will be sought.

I look forward to hearing from you on or before May 16th so that this matter can be closed out amicably to avoid litigation.

Regards,

/s/ Joey Kimbrough

- Enclosed:
- 1) Exhibit "A" - Credit report with inaccuracies
 - 2) Exhibit "B" - Certified USPS slips from letter 1 & 2 (signed by Colleen E. Finerty)
 - 3) Exhibit "C" - Copies of letters sent to Snap-On Credit listing inaccuracies/violations
 - 4) Exhibit "D" - Response from Snap-On Credit indicating reporting is accurate, correct, and will continue to be reported.
 - 5) Exhibit "E" - BBB complaint filed by Kimbrough and response by Snap-On Credit (Michael H. Walsh).
 - 6) Exhibit "F" - CFPB complaint filed by Kimbrough
 - 7) Exhibit "G" - \$2.1M loan denial/actual damages
 - 8) Invoice for USC Violations